

AFFIDAVIT OF LARRY CARY EXHIBIT F(1)

NEW YORK METRO AREA POSTAL UNION

CONSTITUTION



affiliated with
American Postal Workers Union, AFL-CIO

Amended September 18, 2002



**CONSTITUTION
NEW YORK METRO AREA
POSTAL UNION**

PREAMBLE

Recognizing the fact that progressive benefits to the postal worker, the securing of beneficial legislation, a union shop, area bargaining, the right to strike, and the prompt solution of grievances are the key to better salary and working conditions, and recognizing that this is possible only through the organized effort of postal workers, we devote ourselves to the building of a democratic union in the United States Postal Service. We pledge ourselves to the formation of a single union of all postal workers affiliated with the American trade union movement.

**ARTICLE I
Name**

This local union, hereinafter referred to as the Union, shall be known as the NEW YORK METRO AREA POSTAL UNION, an affiliated Local of the American Postal Workers Union, AFL-CIO, hereinafter referred to as the National Union.

**ARTICLE 2
Purpose and Aims**

Section 1. The object of this Union shall be to unite the postal workers in the New York metropolitan area in a bona fide labor union for their social and economic advancement and mutual protection and welfare.

Section 2. The Union shall promote, protect, and champion the legitimate struggles of postal workers toward achieving economic well-being human dignity on the job, and their rights as workers and citizens. To this end, the Union shall strive for, among other goals, the complete elimination of political influence from the postal service and the establishment of seniority as the basis for advancement and preference.

**ARTICLE 3
Membership**

Section 1. All postal employees, except those holding supervisory positions, are eligible to apply for membership.

Section 2. No eligible employee shall be denied membership because of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age or religion.

Section 3. Applicants for membership must be submitted on forms furnished by the union for that purpose.

Section 4. All applications for membership shall be submitted to the Executive Secretary. The Executive Secretary shall refer any application, which does not comply with the requirements of the Union's Constitution to the Executive Board for review. A decision of the Executive Board to deny membership can be appealed and overruled by a majority vote at a membership meeting.

Section 5. Successful applicants shall become members and their dues become payable as of the first day of the month in which they are accepted.

Section 6. A rejected applicant may be proposed again after six (6) months have elapsed from the date of rejection.

Section 7. No postal employee holding membership in any organization whose aims and activities are injurious to proper aims and aspirations of postal employees or which acts as a deterrent to the proper organization of postal employees or their welfare, shall be eligible for membership

Section 8(a). Any member who retires

from the postal service may continue his or her good standing membership by continuing to pay the regular dues and assessments.

(b). Any member who accepts a supervisory, position in the postal service or leaves the employment of the postal service other than by retirement may, by paying an amount equal to the regular dues and any assessments duly levied have a right to continue membership or participation in such Union sponsored programs as the credit union, insurance and health plans, etc. He or she shall not, however, be considered a member in good standing nor shall have the right to hold office or have a voice or vote at any Union meeting or at any Union election.

Section 9. No disciplinary action taken by the US Postal Service which directly or indirectly resulted from a members duly authorized Union activity shall diminish in any way such member's right to retain full good standing membership and, for the purposes of this Constitution and By-Laws, he or she shall be deemed an employee of the Postal Service as long as good standing is retained.

Section 10(a). Timely payment of dues is required of all members.

(b). When for any reason the dues of a member who pays dues by check-off authorization are not checked off by the employer for any pay period(s), such member shall remain in good standing until thirty (30) days after the mailing to the member of a notice by certified mail return receipt informing him or her of their indebtedness. Failure to pay such dues after said notice shall cause the member to be in bad standing and dropped from the rolls.

(c) Any member who for any reason, including retired status or doing full time work for the union, does not pay dues by check-off authorization shall be responsible for paying his or her dues by the end of the calendar month for which they are due. Such member shall remain in good standing thirty (30) days after the mailing of notice informing him or her of indebtedness. Failure to pay such dues within said thirty (30) days shall cause the member to be in bad standing and dropped

from the rolls.

(d) A member's good standing status shall not be effected by reason of the fact that his or her paycheck for the payroll period in which his or her dues deductions are made insufficient to permit such dues deductions, by reason of illness, injury, pregnancy leave, lay-off, disciplinary suspension, lock-out or strike.

Section 11. A postal employee dropped from membership in the Union because of nonpayment of dues may be reinstated by re-applying for membership.

ARTICLE 4

Membership Rights and Responsibilities

Section 1. Each member in good standing has the right and responsibility to (a) attend meetings, (b) participate in discussion, (c) vote on issues, (d) nominate and vote for office, (e) be nominated upon fulfillment of eligibility requirements and hold office. (f) loyally support, build the Union and uphold its Constitution, (g) protect the rights of fellow member, and (h) foster trade unionism.

Section 2. No criticism, reflection, argument, debate, or discussion shall be allowed at any meeting of the Union or be published in any of its organs that touches upon any member's race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age or religion

ARTICLE 5

Dues

Section 1. The regular dues of the union shall be nineteen dollars and twenty-nine cents (\$19.29) per pay period of which six dollars and eighty-eight cent (\$6.88) is a per capita tax to the national APWU. Further increases will be in accordance with Article 16 Section 2 of the National Constitution

Section 2. When postal workers receive a cost of living adjustment the Union dues shall be increased by one (1) percent of the

COLA adjustment. The one (1) percent increase shall be effective with the May 1982 COLA and shall apply to all future COLA adjustments, excluding \$3,619 COLA accumulated through the 1978-1981 National Agreement.

Section 3. Included in the monthly dues shall be payment for a subscription to the Union's official publication "The Union Mail"

ARTICLE 6 Membership Meetings

Section 1. The regular membership meeting of this Union shall be held on the third Wednesday of each month-except that there shall be no meetings during the months of July, August and December. The membership by a two-thirds (2/3) vote of those voting at a regular membership meeting or the Executive Board can change the date or time of a specific regular membership meeting. Notification of the change date or time shall be sent to each station for posting at least seven (7) days prior to such meeting.

Section 2. A special membership meeting may be called for specifically stated purposes as follows: (a) by the President or (b) by the Executive Board or (c) by a majority vote of the membership present at a regular membership meeting or (d) by petition signed by 10% of the members in good standing. Such petition must include members in good standing from four (4) or more stations

Section 3. Such special meeting shall be held within fifteen (15) days of the action taken pursuant to Section 2. The President shall be responsible for the necessary arrangements and the posting of notice of such meeting, stating date, time, place and purposes, at each station at least five (5) days prior to stated date, except in case of emergency. No business, other than that stated in the original motion or petition, shall be transacted at such meeting.

Section 4. Seventy-five (75) members shall constitute a quorum for the transaction of

Union business at any regular or special membership meeting

Section 5. The order of business at regular meetings shall be as follows: 1. Call to order 2. Roll call of officers 3. Reading and adoption of minutes of previous membership and Executive Board meetings 4. Communications 5. Report of officers and committees 6. Nominations (February meeting) 7. Unfinished business 8. New business 9. Good and welfare 10. Adjournment. The order of business may be transposed, reopened or suspended by a two-thirds (2/3) vote of the members present.

Section 6. Robert's Rules of Order shall be the authority on all questions of procedure not covered by the Constitution, and a copy shall be on hand at membership and Executive Board meetings.

ARTICLE 7 Officers and Duties

Section 1. The elected officers of the Union shall consist of a President, Executive Vice-President, Director of Industrial Relations, Executive Secretary, Treasurer, Director of Organization, Coordinating Vice President, Legislative Director, Director of the Bronx Division, Assistant Director of the Bronx Division, Director of the Clerk Division, Assistant Director Clerk Division, Director of the Mail-Handler Division, Director of the Motor Vehicle Division, Director of the Maintenance Division, Assistant Director Maintenance Division, two (2) Vice-Presidents, three (3) Sector Aides, Director Morgan P&DC, Assistance Director Morgan P&DC, Director Dominick V. Daniels Facility, Assistant Director Dominick V. Daniels Facility, and Director New Jersey International and Bulk Mail Center, and Assistant Director New Jersey International and Bulk Mail Center. The above named elected officers shall, be automatic delegates to all national conventions.

Section 2. The President shall preside at all membership and Executive Board meetings of the Union. He or she shall, with

the approval of the Executive Board, appoint the Editor, the Managing Editor, the Director of Human Relations, Chief Stewards, Coordinators, Craft Representatives, Sergeant-at-Arms, all committees and committee chairpersons with the exception of chairperson of Election Committee. The President shall ex-officio, be a delegate to all conventions, a member of all committees be chairperson of the Grievance Committee and shall process all grievances.

The President shall countersign all checks drawn on the Union treasury, examine all contracts to which the Union is a party, and sign all contracts and other obligations of the Union. The President shall have the authority, with the approval of the Executive Board, to fill any vacancy in any office. The President shall be responsible for the effective enforcement of the provisions of this Constitution and By-Laws and for ensuring that the rights of the members as individuals and as a group, as set forth in this Constitution and By-Laws and in the National Constitution, or as provided in collective bargaining agreements. are duly protected and enforced. The President shall have the power and authority reasonably necessary for such purposes. The President shall receive an annual salary of \$55,022.82 in addition to his or her annual postal base pay. When postal employees receive a raise, he or she shall receive the same percentage raise applied to the postal portion of his or her salary.

Section 3. The Executive Vice-President shall assist the President in the handling of grievance matters and such other duties as may be assigned by the President. The Executive Vice President shall be a member ex-officio, of all committees with the exception of the election committee and shall preside at the Executive Council. The Executive Vice-President shall receive an annual salary of \$39,989.71 in addition to his or her annual postal base pay. When postal employees receive a raise, he or she shall receive the same percentage raise applied to the postal portion of his or her salary.

Section 4. The Director of Industrial Relations shall assist in grievance work and under the direction of the President such other duties as may be assigned by the President. The Director of Industrial Relations shall receive an annual salary of \$32,868.57 in addition to his or her annual postal base pay. When postal employees receive a raise, he or she shall receive the same percentage raise applied to the postal portion of his or her salary.

Section 5. The Executive Secretary, hereinafter referred to as the Secretary, shall receive and answer all communications to the Union, communicate all official notices to officers and members of the Union- The Secretary shall keep a correct and complete record of the meetings and proceedings of the Union and report same at membership meetings. The Secretary shall supervise the operation of the union office and handle the administration and records of the New York Metro Area Postal Union Group Insurance Fund. At the close of the official term of office, the Secretary shall turn over to his or her successor all books, documents and other properties in his or her possession belonging to the Union. The Secretary shall also, at the direction of the President, prepare and issue such publicity that may be necessary and such other duties as may be assigned by the President. The Secretary shall receive an annual salary of \$31,032.97 in addition to his or her annual postal base pay. When postal employees receive a raise, he or she shall receive the same percentage raise applied to the postal portion of his or her salary.

Section 6. The Treasurer, shall be the custodian of all Union funds, receive all monies paid into the Union and issue proper receipts for same. He or she shall keep a regular systematic record of all accounts, pay all bills and vouchers properly signed by the President or Executive Vice-President and Secretary, and submit financial reports to the membership meetings. The Treasurer shall serve on all committees whose basic functions include the receipt or expenditure of funds. He or she shall maintain a correct account

between the Union and its members and shall see that the steward's remittances are received when due. He or she shall be responsible for the maintenance of the Union mailing list; he or she shall be responsible for providing, bimonthly, an updated union mailing list to the Executive Secretary, the Editor and Managing Editor. He or she shall furnish the Executive Secretary during the month of February in each election year with a list of members in good standing eligible to vote. He or she shall also handle the funds of the New York Metro Area Postal Union Group Insurance Plan, The Treasurer shall be bonded, such bond to remain in effect until a successor is installed in office and all records have been surrendered. The cost of such bond shall be borne by the Union. At the close of term of office he or she shall submit a financial report and turn over to the successor all books, records, documents and other properties in his or her possession belonging to the Union. Under the direction of the President, the Treasurer shall perform such other duties as may be assigned by the President. He or she shall receive an annual salary of \$31,032.97 in addition to his or her annual postal base pay. When postal employees receive a raise, he or she shall receive the same percentage raise applied to the postal portion of his or her salary.

Section 7. The Director of Organization shall, work under the direction of the President. The Director of Organization shall receive an annual salary of \$31,032.97 in addition to his or her annual postal base pay. When postal employees receive a raise, he or she shall receive the same percentage raise applied to the postal portion of his or her salary.

Section 8. The Coordinating Vice-President shall, under the direction of the President, be assigned such duties in the office and in the field as may be necessary, and may also be assigned to hearings and submit reports and recommendations relative to such matters. He or she shall, under the direction of the President, be responsible for distribution of union organization literature and such other duties as may be assigned by

the President. The Coordinating Vice-President shall receive an annual salary of \$5,100.00 plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 9. The Legislative Director shall, under the direction of the President, assist in legislation and such other duties as may be assigned by the President. The Legislative Director shall receive an annual salary of \$3,300.00 plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 10. The Director of the Bronx Division shall be an employee of the Bronx Post Office and shall be responsible for organization and membership activities in the Bronx Post Office. He or she shall also, under the direction of the President, deal when necessary with the officials of the Bronx Post Office on union matters and perform such other duties as may be assigned by the President. The Director of the Bronx Division shall receive an annual salary of \$3,300.00 plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 11. The Assistant Director of the Bronx Division shall be an employee of the Bronx Post Office and shall, under the direction of the President, assist the Director of the Bronx Division in all organization and grievance work and perform such other duties as may be assigned by the President. The Assistant Director of the Bronx Division shall receive an annual salary of \$2,600.00 plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work

hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 12. The Director of the Clerk Division shall, under the direction of the President, be responsible for organization and processing the particular grievances of that craft and such other duties as may be assigned by the President. The Director of the Clerk Division shall receive an annual salary of \$3,300.00 plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 13. The Assistant Director Clerk Division shall, under the direction of the President, assist the Director of the Clerk Division and perform such other duties as may be assigned by the President. The Executive Director of the Clerk Division shall receive an annual salary of \$3,300.00 plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 14. The Director of the Mailhandler Division shall, under the direction of the President, be responsible for organizing in the Mailhandler Craft, processing the particular grievances in that Craft and perform other duties as may be assigned by the President. The Director of the Mailhandler Division shall receive an annual salary of \$3,300.00 plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 15. The Director of the Maintenance Division shall, under the direction of the President, be responsible for organizing in the Maintenance Craft, processing the particular grievances in that craft and perform

such other ~duties as may be assigned by the President. The Director of the Maintenance Division shall receive an annual salary of \$3,300.00 plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 16. The Assistant Director Maintenance Division shall, under the direction of the President, assist the Director of the Maintenance Division and perform such other duties as may be assigned by the President. The Executive Director of the Maintenance Division shall receive an annual salary of \$2,600.00 plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 17. The Director of the Motor Vehicle Division shall, under the direction of the President, meet with the Chief Stewards and Shop Stewards whose function it is to establish procedures, working conditions, safety and health and other standards relating to the Motor Vehicle Service, which are not in conflict with the established policy of the Local or National Union and perform such other duties as may be assigned by the President. The Director of the Motor Vehicle Division shall receive an annual salary of \$3,300.00 plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 18. The two (2) Vice-Presidents shall, under the direction of the President, aid Stewards in the adjustment of grievances and fulfill such other duties as may be assigned by the President. They shall receive an annual salary of \$3,300.00 each, plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on

union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 19. The three (3) Sector Aides, under the direction of the President, shall be assigned such duties in the office and field as may be necessary and perform such other duties as may be assigned by the President. They shall receive an annual salary of \$2,600.00 each, plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 20. The Director of the Morgan P&DC Facility shall coordinate and direct all union activities at the Morgan P&DC Facility including processing of grievances and building the Union under the direction of the President and perform such other duties as may be assigned by the President. The Director of the Morgan P&DC Facility shall be an employee of the Morgan P&DC Facility and receive an annual salary of \$4,500.00, plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 21. The Assistant Director Morgan P&DC Facility shall be an employee of the Morgan P&DC Facility and shall, under the direction of the President, assist the Director of the Morgan P&DC Facility in all organization and grievance work and perform such other duties as may be assigned by the President. The Assistant Director of the Morgan P&DC Facility shall receive an annual salary of \$3,300.00 plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 22. The Director of the

Dominick V. Daniels Facility shall coordinate and direct all union activities at the Dominick V. Daniels Facility including processing of grievances and building the Union under the direction of the President and perform such other duties as may be assigned by the President. The Director of the Dominick V. Daniels Facility shall be an employee of the Dominick V. Daniels Facility and receive an annual salary of \$3,300.00, plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 23. The Assistant Director Dominick V. Daniels Facility shall be an employee of the Dominick V. Daniels Facility and shall, under the direction of the President, assist the Director of the Dominick V. Daniels Facility in all organization and grievance work and perform such other duties as may be assigned by the President. The Assistant Director of the Dominick V. Daniels Facility shall receive an annual salary of \$2,600.00 plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.

Section 24. The Director of the New Jersey International and Bulk Mail Center shall coordinate and direct all union activities at the New Jersey International and Bulk Mail Center including processing of grievances and building the Union under the direction of the President and perform such other duties as may be assigned by the President. The Director of the New Jersey International and Bulk Mail Center shall be an employee of the New Jersey International and Bulk Mail Center and receive an annual salary of \$3,300.00, plus substitution for lost postal pay and/or equivalent reimbursement for authorized time spent on union business during non-work hours. Total substitution and equivalent reimbursement shall not exceed eight (8) hours in a given day.